

CONTRACT FOR CONSULTING SERVICES

AGREEMENT ("Agreement") made as of Nov. 2, 1993, between Kevin J. Cooper d/b/a KJC Consulting ("Consultant"), and City of Elgin ("Client"). Consultant and Client agree as follows:

1. Engagement: The Consultant will provide the services described on Exhibit "A" ("Services") for the Client. The Client will provide the Consultant with the information and the Client will do the work (collectively referred to as "Client Tasks") described on Exhibit "B." The Client acknowledges that the Consultant * ~~cannot~~ complete the Services until the Client completes the Client Tasks. Client will provide the Consultant with all information possessed by the Client and required for completion of the Services, even if not specified on Exhibit "B."
2. Compensation: The Client will pay the Consultant for the time spent performing the Services, and the Client will reimburse the Consultant for certain out-of-pocket expenses incurred by the Consultant in performing the Services, in accordance with Exhibit "B." The Consultant estimates that the Services will require between 250 hours and 300 hours to substantially complete. If more than 300 hours are required to substantially complete the Services, then the Consultant will not be entitled to payment for more than 300 hours unless either (i) the Client authorized the additional time in writing; or (ii) the additional time was required (a) because the Client failed to complete the Client Tasks; or (b) because of circumstances which were not reasonably foreseeable when this Agreement was signed;.
3. Payments: On the signing of this Agreement, the Client will make a deposit ("Deposit"). The Deposit will be in the amount of \$ none.00 Payment for the Services is due in full when the Services are substantially completed. The Consultant will apply the Deposit against the payment due on substantial completion.
4. Exclusions and Disclaimers:
 - 4.01. Unless specified in Exhibit "A," the Services do not include negotiations.
 - 4.02. The Consultant is merely a consultant and is not making any guarantee, promise, warranty or representation, express or implied, that the Services will provide the Client with the result or benefit which the Client is seeking.
5. Termination: If the Consultant fails to provide Services or the Client fails to perform Client Tasks ("Defaulting Party"), the other party to this Agreement ("Non-defaulting Party") will have the right to terminate this Agreement if the Non-Defaulting Party gives the Defaulting Party notice specifying the breach of this Agreement and the Defaulting Party fails to cure the breach within 20 days after the date the notice specifying the breach is given. However, if the Client terminates this Agreement, the Consultant will be paid the compensation provided for in Paragraph 2 of this Agreement for the period up to the time of termination.
6. Independent Contractor: Consultant will determine the manner in which the Services will be performed, will provide the location at which the Services will be performed, and will provide all hardware and software required for performance of the Services. Consultant will be responsible for payment of self-employment tax, and any other tax levied on self-employed individuals.
7. Notices: Any notice, demand or other communication required or permitted to be given pursuant to this Agreement or with respect to any matter connected with this Agreement, must be in writing and either (i) delivered personally to the party to whom it is directed; or (ii) sent by certified mail, return receipt requested to the party to whom it is directed; at the address set forth below, or such other address as may be furnished in a notice given in the manner provided for in this paragraph.

8. Assignment and Delegation: This is an agreement for personal services, based on the expertise possessed by the Consultant. However, Consultant may delegate performance of any part of the Services to any employee or agent the Consultant deems appropriate.

9. Successors and Assigns: The rights and obligations of the Parties under this Agreement will bind and inure to the benefit of the successors and permitted assigns of the Parties.

10. Attorneys' Fees: If either Company or Consultant retains an attorney, to enforce any of the provisions of this Agreement, the prevailing Party will be entitled to recover its attorney's fees and disbursements, regardless of whether any action or proceeding is commenced.

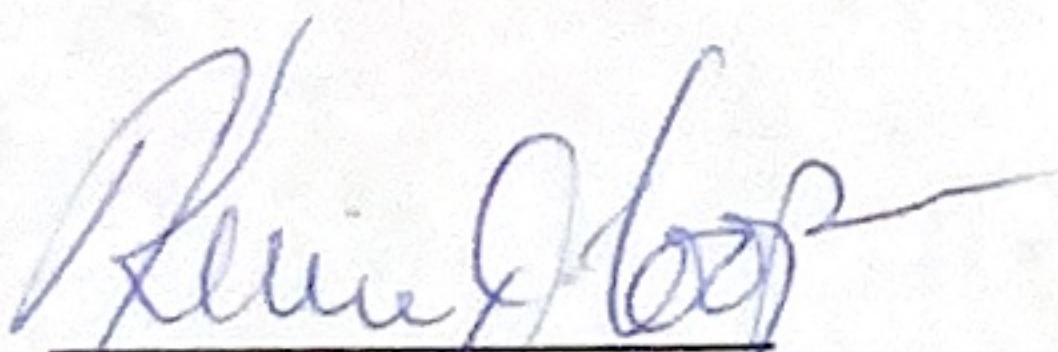
11. Arbitration: If there is ever any dispute arising out of this Agreement, the sole forum and recourse of the Parties will be arbitration conducted pursuant to ORS 36.300 etc. (or any successor provision of law of similar import) in Union County, Oregon. If the Consultant and the Client fail to agree on an arbitrator within ten days after a demand for arbitration is made, the arbitrator will be appointed by any court of record in Union County, Oregon, but the appointed arbitrator will have no less than five years experience as a consultant. In any arbitration proceeding the arbitrator shall award the prevailing party their attorneys' fees and all costs of arbitration including the fees and expenses of the arbitrator.

12. Merger: This Agreement sets forth the entire understanding and agreement of the Consultant and the Client and there are no other understandings or agreements of any nature, which are related to the subject matter of this Agreement.

13. Waiver and Modification: No waiver or modification of any provision of this Agreement or any right of any of the Consultant or the Client will be effective, unless the waiver or modification is in writing and signed by the party against whom the waiver or modification is sought to be enforced.

CONSULTANT:

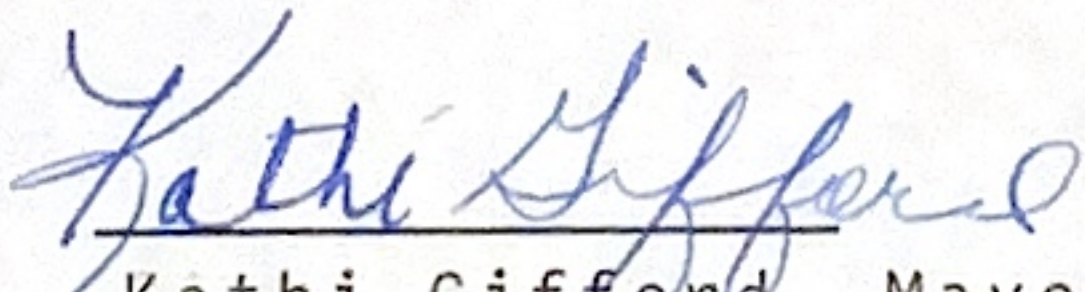
CLIENT:



Kevin J. Cooper
d/b/a KJC Consulting

Address:

P.O. Box 1036
Elgin, OR 97827



Kathi Gifford, Mayor
City of Elgin

Address:

100 N. 8th
Street Address
P.O. Box 128
Elgin, OR 97827
City, State, Zip Code

Services

This exhibit is referenced by section 1 of the Contract. The following outlines the services to be performed by Consultant;

A. Grant Writing:

1. Research projects and gather information including project costs, permit requirements, construction schedules, amount and source of matching funds, identify project applicants, and document donations of material and labor.
2. Research grant resources and prepare applications based on requirements of grant programs, funds available, and project requirements. Includes submitting applications and correspondence with application reviewers.
3. Report to Elgin 2010 Committee and Client on grant writing activities and progress in receiving funds.
4. Coordinate activities and discussions with partners on projects and funding resources.
5. Determine local sources of matching funds and document commitments from other sources.
6. Prepare and distribute press releases to announce activities and results to local newspapers and radio stations.

B. Project Oversight:

1. Track work and progress on projects from beginning of planning through completion of construction. Also establish long term maintenance commitments from project applicants or sponsors.
2. Collect and maintain project records to document compliance with granting agents and project applicants.
3. Coordinate activities and schedules between volunteers, contractors, and public employees on project construction.
4. Provide financial and other reports to Elgin 2010 Committee, granting agents and Client as appropriate on each project.

C. 2010 Committee Administration:

1. Prepare notices of meetings to Elgin 2010 Committee meetings and publish notices to allow public awareness of meetings.
2. Maintain records of meetings including minutes, financial records, project records, and volunteer assignments.
3. Provide follow up on all committee activities among members and partners in committee actions.
4. Prepare reports as directed by Elgin 2010 Committee and publish for use by the members.
5. Prepare press releases on significant committee activities and accomplishments.

Client Tasks and Compensation

1. Client Tasks as referenced by section 1 of Contract. Client agrees to preform the following tasks:

- a. Give Consultant access to grant applications, funding announcements, and other information necessary to carry out grant writing activities.
- b. Notify Consultant of any funds dedicated to specific projects or activities outlined or identified in the 2010 Committee strategic plan.
- c. Allocate funds dedicated for administration on grants received to this contract and to the benefit of Consultant. This does not include any funds required by Client to pay for Client's expenses related to its requirements including audit costs, supplies, indirect costs, and other direct costs.
- d. Provide Consultant with ten day notice of any meetings, hearings, or significant events of the 2010 Committee or other economic development activities related to this contract.
- e. Allow access to telephone message services for giving committee members notice of meetings.
- f. Compensation as referenced by section 2 of Contract. Client agrees to pay Consultant for Services as follows;

i. Labor	\$40/hour
ii. Supplies & Postage	Actual Cost Only
iii. Mileage	\$.28/mile
iv. Meals	\$6/meal
v. Lodging	\$40/night
vi. Duplicating	\$.05/copy
vii. Fax and Phone	Long Distance Billed Only

- g. Terms of Payment: Consultant will bill Client at the end of each month when services are delivered. Payments will be due within 15 days of receipt of billing.